Call for Artist Proposal
Community Engagement and Public Art Plan for Chelsea Park

Call Out: December 8, 2025

Call Due: January 12, 2026

Email submissions to:

PRACAAB@burienwa.gov

Project Purpose:

The City of Burien seeks a qualified artist, artist team, or consultant to lead a community engagement process and develop a Public Art Plan that reflects Chelsea Park's history, the neighborhood's character, and the values of its users. The goal is to create a cohesive vision for public art that enhances the park's sense of place, belonging, and welcome.

Background:

The City of Burien has identified the replacement of the Chelsea Park Playground as a priority project in the Parks, Recreation and Cultural Services Capital Improvement Plan. This project is funded through Community Development Block Grant (CDBG) dollars and represents an important investment in the health, recreation, and wellbeing of the surrounding neighborhood. In addition to replacing aging play equipment, the City seeks to engage the community in shaping the design, look, and feel of the new playground. This process will also explore opportunities to incorporate public art that reflects the park's identity, celebrates community stories, and fosters a sense of place, belonging, and welcome for all who visit Chelsea Park.

Project Objectives:

Engage the community and park users to gather input on themes, stories, and ideas that reflect the park and the surrounding neighborhood.

Identify opportunities for integrating public art into park features such as the playground, pathways, restrooms, entryway, signage, and park amenities.

Research and summarize the park's and neighborhood's history, demographics, and cultural identity.

Use findings to inform a Public Art Plan that guides future design, fabrication, and installation.

Develop recommendations for either a Call for Artists or direct creation of artwork that integrates community feedback.

Tasks and Deliverables:

Project Initiation and Work Plan

- Meet with City staff to confirm goals, schedule, and communication protocols.
- Develop a detailed work plan and timeline outlining engagement activities, deliverables, and milestones.

Call for Artist Proposal
Community Engagement and Public Art Plan for Chelsea Park

Background Research

- Review existing park master plans, design documents, and prior community engagement results (if applicable).
- Conduct research on:
    - ✓ Park history: origins, evolution, notable events, and previous art or design features.
    - ✓ Neighborhood history: cultural, social, and demographic context.
    - ✓ Demographics: data on age, ethnicity, languages spoken, household types, etc.
    - ✓ Park users: observation and informal interviews to understand who uses the park and how.

Community Engagement

Design and lead inclusive engagement activities to gather public input on potential art themes, values, and visual identities.

Engagement methods may include:

- Pop-up events at the park and neighborhood gathering places.
- Workshops or listening sessions with community groups, schools, and cultural organizations.
- Online surveys or idea boards to broaden participation.
- Art-based engagement activities (e.g., collaborative drawing, story mapping, or idea collages).

The engagement should prioritize accessibility, language inclusion, and culturally relevant outreach.

Public Art Opportunities and Theme Development

- Identify specific locations and opportunities within the park for public art integration.
- Develop core themes and guiding principles based on community feedback and historical research.
- Provide conceptual examples of how themes could translate into different art forms or design features.

Public Art Plan Development

- Create a Public Art Plan that synthesizes community input, historical research, and artistic direction. The plan should include:
    - ✓ Project vision and goals.
    - ✓ Recommended art types, placements, and integration approaches.
    - ✓ Implementation strategies (phased or full).
    - ✓ Estimated budget and maintenance considerations.
    - ✓ Options for Call for Artists or design/fabrication by consultant.

Artist Call or Artwork Development (Optional)

Depending on City direction:

- Option A: Prepare and assist with a Call for Artists, including selection criteria, proposal guidelines, and participation in the review process.
- Option B: Develop conceptual designs for integrated artwork based on the approved Public Art Plan and community feedback.

Budget:

The city estimates that this work may cost approximately $15,000, including optional tasks. The final fee, scope, and methodology for this work will be negotiated after selection of the consultant.

The city shall not be responsible for any costs incurred by the consultant for preparing or submitting its response to this Call for Artist Proposal.

Schedule:

- Application Due: January 12, 2026
- Questions Due to the City December 11, 2025
- FAQ Posted by the City December 12, 2025
- Selection Panel: January – February, 2026
- Reviewed by Parks, Recreation and Cultural Arts Advisory Board: February 2026
- Selected qualified consultant, artist, or artist team: March 2026
- Public Art Plan for Chelsea Park: August 2026
- Call for Artists or Concept Design: August - November 2026

Qualifications:

- Experience in community-based art planning or public art integration in parks.
- Proven ability to conduct inclusive community engagement.
- Familiarity with equitable and trauma-informed engagement practices.
- Understanding of urban design, landscape architecture, or park design processes preferred

Selection Criteria:

The City will evaluate proposals based on the following criteria to identify the most qualified artist, artist team or consultant to lead community engagement and develop a Public Art Plan that reflects the park's identity, history, and community values. Total Possible Points: 100 (+5 bonus points)

<u>Understanding of Project and Approach (25 points)</u>

- Demonstrates a clear understanding of the project purpose, goals, and desired outcomes.
- Presents a well-organized and creative approach to community engagement and art planning.
- Clearly describes how the artist, artist team or consultant will integrate research, engagement, and design thinking into a cohesive Public Art Plan.
- Shows sensitivity to the cultural and social context of the neighborhood.

<u>Community Engagement Experience (25 points)</u>

- Proven experience designing and implementing inclusive, equitable, and culturally responsive engagement processes.
- Demonstrates ability to connect with diverse audiences, including youth, seniors, immigrant and refugee communities, and historically underrepresented groups.

- Experience using creative and participatory methods (e.g., art-based engagement, storytelling, pop-ups, or co-design).
- Examples of previous projects where public input meaningfully shaped the final art or design outcomes.

Public Art Planning and Integration Experience (20 points)

- Demonstrated experience in public art planning, public art master plans, or art integration within parks, civic spaces, or capital projects.
- Understanding of how public art can enhance place-making, storytelling, and park identity.
- Knowledge of best practices for public art placement, materials, fabrication, and long-term maintenance considerations.

Qualifications and Team Composition (15 points)

- Relevant qualifications and experience of key team members.
- Inclusion of team members with lived experience or cultural knowledge relevant to the project area.
- Availability and capacity to complete the project within the proposed schedule.

Project Management and Work Plan (10 points)

- Realistic and achievable project schedule with clear milestones and deliverables.
- Strong coordination and communication plan with City staff and community partners.
- Demonstrated ability to manage timelines, budgets, and multi-stakeholder processes.

Commitment to Equity and Inclusion (5 points)

- Demonstrated understanding of equity, inclusion, and accessibility in community engagement and public art.
- Approach reflects respect for cultural diversity, language access, and inclusive representation.

Bonus: Local or Regional Experience (up to 5 bonus points)

- Experience working within or with communities in South King County, Burien, or similar diverse suburban/urban neighborhoods.
- Familiarity with local community networks and regional art initiatives.

To Apply:

Artist, artist team, or consultant must include the following sections in their proposal in the format specified below no later than January 12, 2026, at 5:00 pm Pacific Time.

Proposal submissions shall be in PDF format and no more than ten (10) pages not including resumes of key personnel. Supplemental information, such as brochures, may be submitted if desired as part of the total page limitation.

Email submission to PRACAAB@burienwa.gov, with the subject line “Chelsea Park Public Art Plan”. All respondents will receive an email confirmation within the next business day that their submission has been received.

Include:

- ✓ Interest Letter - Introduce the team and summarize understanding of the project and interest in the opportunity.

- ✓ Project Approach and Methodology - Describe how the artist, artist team, or consultant will engage the community, identify themes, and develop a cohesive Public Art Plan. Include engagement philosophy and sample engagement tools or strategies.
- ✓ Community Engagement Experience - Provide examples of previous community-based art or planning projects. Highlight methods used to ensure inclusive and equitable participation.
- ✓ Relevant Project Examples (up to 3) - Summaries of similar projects including client, year, budget, and outcomes. Include visuals if available.
- ✓ Team Qualifications and Roles - Identify key personnel, their qualifications, and roles. Include resumes or short bios.
- ✓ Work Plan and Timeline - Outline major tasks, deliverables, and schedule milestones consistent with the City's project timeline.
- ✓ Equity and Inclusion Statement - Briefly describe how equity and inclusion principles will be incorporated throughout the engagement and planning process.
- ✓ Budget Estimate - Provide an itemized project budget showing major task areas and associated costs (including engagement materials, travel, and contingencies).
- ✓ References - Provide at least two references for similar projects, including contact name, title, organization, and phone/email.

General Conditions:

All materials and documents submitted become the property of the City and will not be returned.

1. Selected applicant will be required to execute a professional services agreement with the City and meet the City's insurance requirements. Evaluation of the qualifications will be made by a staff evaluation committee. The committee may request interviews of one or more proposers. Upon completion of the evaluation process, the committee will determine the most qualified consultant based on all materials and information presented. The city will then begin the negotiations for an agreement with the selected consultant.
2. Any proposer failing to submit information following the procedures provided in the RFP may be disqualified.
3. The city reserves the right to:
    a. Request clarification of information submitted and request additional information from the proposer.
    b. To change the solicitation schedule, issue addenda to the solicitation, or cancel the solicitation at any time before the submittal deadline.
    c. To award the contract for services addressed by this RFP to one or more proposer, or to reject all the qualifications, at any time, without penalty.
    d. To waive immaterial irregularities contained in the solicitation. The City will notify proposers eliminated from further consideration by mail or email.
    e. To award any contract to the next most qualified firm if the selected consultant does not execute the contract within thirty (30) calendar days after the contract was awarded.
4. Proposals remain confidential until closing deadline after which qualifications are considered a public record subject to public disclosure under RCW 42.56, the Public Records Act. Proposing firms shall mark as "proprietary" any information that the proposer believes meets the exemption under RCW 42.56.270(1). The city will consider this designation in response to public records requests.
5. Any proposal submission may be withdrawn, either personally or by written request, at any time before the time set for the submittal deadline.
6. The consultant shall comply with all applicable federal, state, and local laws, Executive Orders, guidelines, rules, and regulations affecting its performance. The firm shall comply with the applicable provisions of the Federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of

Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued thereunder and certifies that all items furnished and purchased shall conform to and comply with said law, standards and regulations. The firm shall certify that it has complied and shall continue to comply during the duration of this contract, with the United States Immigration and Control Act of 1986 in that every employee of the firm is eligible for employment in the United States.

13. Proof of application or receipt of a City of Burien business license will be required prior to receipt of a fully executed contract. Consultants may obtain information for licensing on the City of Burien website.
14. Attachment A includes the Contract for Services, which will be used to engage the selected consultant with the City for the work outlined in this RFP. Please review the language, including the insurance requirements.

CONTRACT FOR SERVICES

City of Burien and Contractor

This Agreement is entered into by and between the City of Burien, Washington, a noncharter optional municipal code city ("Burien"), and Contractor, a company organized under the state of Washington, (the "Contractor"), whose principal office is located at Address, and collectively referred to as "Parties."

WHEREAS, Burien needs to have certain services performed for its citizens but does not have the resources to perform such services;

WHEREAS, Burien wants to have the Contractor perform such services under specific terms and conditions; and

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, and incorporating the language above, the Parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Contractor. The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal or state statutes, and all federal, state, and local rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain Burien's prior written approval before initiating any specific task not included in the Scope of Services. If the scope or schedule is to be modified in any way, Burien's prior written approval is also required.

2. Compensation and Method of Payment. Burien shall make payments to the Contractor based on month-end billings. Burien shall pay the Contractor for services rendered within thirty business days after receipt of an invoice in a form similar to Exhibit B attached hereto. The total amount to be paid **shall not exceed $____.** If the Contractor's invoice, supporting documentation, and reports are not submitted within ninety (90) calendar days after completion of the services, Burien shall be relieved of all liability for payment to the Contractor of the amounts identified in the invoice or any subsequent invoice; provided, however, Burien may elect to pay any invoice that is not submitted on time. The Contractor shall complete and return IRS Form W-9, Request for Taxpayer Identification Number, to Burien on or before the execution of this Agreement. Form W-9 is available on IRS.gov or upon request from the City of Burien.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing Start Date and ending End Date, unless sooner terminated under the provisions hereinafter specified.

4. Ownership and Use of Documents. All calculations, computer files, documents, drawings, maps, models, photographs, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement, upon Burien's request, shall become Burien's property whether the project for which they are made is executed or not.

5. Independent Contractor. The Contractor is and shall be at all times during the term of this Agreement an independent contractor, and not a Burien employee. Any and all employees of the Contractor or other persons while engaged in the performance of any work or services required of the Contractor under this Agreement shall be considered to be the Contractor's employees only and not Burien employees. As a result, the Contractor and those working for or on the Contractor's behalf shall not be entitled to any benefits, healthcare, salary, or anything else from Burien. The Parties agree to the following rights consistent with an independent contractor relationship:

A. The Contractor has the sole right to control and direct the manner, means, and method by which the services required by this Agreement will be performed.

B. The Contractor will furnish all equipment and materials used to provide the services required by this Agreement.

C. The Contractor or the Contractor's employees or contract personnel shall perform the services required by this Agreement; Burien shall not hire or supervise any assistants to help the Contractor.

D. Neither the Contractor nor the Contractor's employees or contract personnel shall receive any training from Burien in the skills necessary to perform the services required by this Agreement.

E. Burien shall not require the Contractor or the Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

The Contractor acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Contractor's status as an independent contractor. If Burien is assessed, liable, or responsible in any manner for such charges or taxes, the Contractor agrees to hold Burien harmless from such charges, taxes, costs, expenses, and fees, including attorneys' fees.

The Contractor shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement unless otherwise specified in writing.

The Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits to perform the work provided for herein.

This Agreement shall be for the Parties' sole benefit, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third-party against either party.

The Contractor understands that neither the Contractor nor the Contractor's employees or contract personnel are eligible to participate in any employee health, pension, sick pay, vacation pay, or other Burien fringe benefit plan. Burien shall not obtain or be expected to obtain workers' compensation insurance on behalf of the Contractor or the Contractor's employees. Burien shall

make no state or federal unemployment compensation payments on behalf of the Contractor or the Contractor's employees or contract personnel. The Contractor will not be entitled to these benefits in connection with work performed under this Agreement. Burien shall not provide any insurance coverage of any kind for the Contractor or the Contractor's employees or contract personnel. The Contractor agrees to maintain adequate insurance to cover any negligent acts committed by the Contractor or the Contractor's employees or agents while performing services under this Agreement.

6. Indemnification. The Contractor shall defend, indemnify and hold Burien, its agents, counsel, directors, employees, officers, officials (appointed or elected), representatives, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, court costs, and expenses, arising out of or resulting from the Contractor's acts, errors or omissions in the performance of this Agreement, except for injuries and damages caused by Burien's sole negligence.

However, to the degree that this applies, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115 (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate or relative to a motor carrier transportation contract), then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and Burien, its agents, employees, directors, officers, officials (appointed and elected), and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for this indemnification. The Parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance.

A. Insurance Term.
The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, contractors (of any tier), employees, or representatives.

B. No Limitation.
The Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit Burien's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance.
The Contractor shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors, personal injury, and advertising injury. Burien shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy for the work performed for Burien using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Contractor's profession.

D. Minimum Amounts of Insurance.
The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 for each accident.

2. Commercial General Liability insurance shall be written with limits no less than $2,000,000 for each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $2,000,000 for each claim and a $2,000,000 policy aggregate limit.

E. Other Insurance Provision.
The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance for Burien. Any Insurance, self-insurance, or self-insured pool coverage maintained by Burien shall be excess of the Contractor's insurance and shall not contribute with it.

F. Acceptability of Insurers.
Insurance shall be with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage.
The Contractor shall furnish Burien with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before the commencement of the work.

H. Notice of Cancellation.
The Contractor shall provide Burien with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

I. Failure to Maintain Insurance.
The Contractor's failure to maintain the insurance as required shall constitute a material breach of contract, upon which Burien may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to Burien on demand, or at the sole discretion of Burien, offset against funds due to the Contractor from Burien.

J. City Full Availability of Contractor Limits.
If the Contractor maintains higher insurance limits than the minimums shown above, Burien shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to Burien evidences limits of liability lower than those maintained by the Contractor.

8. Record Keeping and Reporting.

A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by Burien to ensure the performance of this Agreement.

B. These records shall be maintained for at least seven (7) years after termination of this Agreement unless permission to destroy them is granted by the office of the archivist under RCW Chapter 40.14 and by Burien.

9. Reports - Printed Copies & Electronic Version: When reports are required to be submitted to Burien under this agreement, the Contractor will provide a printed copy to Burien and an electronic version. The Contractor shall submit said electronic version to Burien in a computer format compatible with PC software programs in current use by the City of Burien (Microsoft Office, AutoCAD, Adobe Acrobat, ESRI Arc GIS, etc.).

10. Audits and Inspections. The records and documents for all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The Contractor shall permit Burien, and state and federal agencies, from time to time as Burien deems necessary, or as required by any state, local, or federal law or regulation, to inspect and audit, at any and all reasonable times, all of the Contractor's pertinent books and records and any other person or entity that has performed work in connection with or related to the Contractor's services under this Agreement to verify the accuracy of accounting records, and shall supply Burien with, or shall permit Burien to make a copy of any books and records and any portion thereof pertaining to work under this Agreement, upon Burien's request. The Contractor shall ensure that such inspection, audit, and copying right of Burien is a condition of any contract, agreement, or other arrangements under which any other person or entity is

permitted to perform work in connection with or related to the Contractor's services under this Agreement.

11. Termination. Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days written notice of that party's intention to terminate the Agreement. Failure to provide products on schedule may result in contract termination.

12. Discrimination Prohibited. The Contractor shall not discriminate against any employee, an applicant for employment, or any person seeking the services of the Contractor to be provided under this Agreement based on age, color, creed, gender, gender expression, gender identity, gender preference, marital status, military or veteran status, national origin, families with children, race, religious beliefs, sexual orientation, sexual preference, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a disabled person unless it is a bona fide occupational qualification reasonably necessary to the normal operation of the particular business.

13. Assignment and Subcontract. The Contractor may not assign or subcontract any portion of the services contemplated by this Agreement without Burien's prior written consent.

14. Conflict of Interest.

A. Governmental. No agent, counsel, director, employee, officer (appointed or elected), or representative of Burien who exercises any function or responsibilities in connection with the approval of, planning, and carrying out of the program or services to which this Agreement pertains, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance, unless such interest is a remote interest as defined by RCW 42.23.040 (Remote interests).

B. Contractor. The Contractor shall comply with all federal and state statutes and federal, state, and local conflict of interest laws, policies, and regulations as they shall apply to all parties and beneficiaries under this Agreement, as well as to Burien's agents, counsel, directors, employees, officers (appointed or elected), or representatives. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in fact, or in appearance, which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor also agrees that its violation of the conflict of interest provisions of this agreement shall constitute a material breach of this contract subjecting the contract to immediate termination. The Contractor has a continuing obligation to search and report any actual or potential conflicts of interest while performing work under this Agreement.

C. Contractor Employees. If the Contractor has employees, the Contractor covenants that, concerning its performance of this Agreement, no person having any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder, shall be employed to perform or provide services under this Agreement. The Contractor further covenants that it will implement and enforce requirements that its employees, concerning this Agreement

or the activities assisted by or through this Agreement, will not directly or indirectly, actually or appear to (a) use their position for personal gain, (b) engage in activities that will conflict with in any manner or degree the performance of the Contractor's services and obligations hereunder, (c) will not have or obtain, a pecuniary interest, either for himself or herself or for those with whom he or she may have business ties or immediate family ties, or (e) will not benefit either for himself or those with whom he or she may have business ties, and (f) will not accept or engage in outside employment that would conflict with his or her responsibilities under this Agreement.

15. Prohibited Use of Funds. None of the funds, material, property, or services provided directly or indirectly in this Agreement shall be used in the performance of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes to support or defeat legislation pending before the Burien City Council, the Washington State Legislature, the U.S. Congress, or any other legislative body.

16. Entire Agreement. This Agreement is the entire agreement between the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the Parties. Either party may request changes in the agreement. Proposed changes that the Parties mutually agree upon shall be incorporated by written amendments to this Agreement.

17. Notices. Administrative notices to the City of Burien shall be sent to:

Name
City of Burien
14700-6th Ave. SW
Burien, Washington 98166
Telephone:
Email:

Legal notices shall be sent to:

Burien City Clerk
400 SW 152nd St., Ste. 300
Burien, Washington 98166

Notices to the Contractor shall be sent to:

Name
Address
Telephone number:
Email:

18. City of Burien Business License. The Contractor agrees to obtain a City of Burien business license before performing any work according to this Agreement.

19. State of Washington Requirements. The Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account, and/or unified business identifier number as required by RCW 50.04.140 (Employment—Exception tests) and 51.08.195 ("Employer" and "worker"—Additional exception) before performing any work under this Agreement.

20. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed under the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, court costs, and expenses.

CITY OF BURIEN, WASHINGTON	CONTRACTOR
By:_____	By: _____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT A

Contractor's Scope of Services. The contractor shall furnish services including, but not limited to, the following:

A.

B.

C.

D.

E.

F.

Billing/Rate Information: Burien will reimburse the Contractor as follows:

EXHIBIT B

Billing Voucher

To: City of Burien
400 SW 152nd St., Suite 300
Burien, Washington 98166
Phone: (206) 241-4647
FAX: (206) 248-5539

Contractor: _____ Telephone: _____

Mailing Address: _____

Specific Program: _____

Contract period: _____Reporting Period: _____

Amount requested for this invoice: $_____

Invoice Number: _____ Date of Invoice _____

_____
Authorized signature

BUDGET SUMMARY:

Total contract amount	$_____
Previous payments	$_____
Current request	$_____
Total requested this contract to date	$_____
Balance remaining	$_____

Note: The Contractor should use the Contractor's own invoice form. If the invoice does not include the Budget Summary information shown above, then it should be included with Contractor's invoice.

Insurance Guide

Our standard insurance limits required by WCIA are:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

Professional Liability insurance shall be written with limits no less than $2,000,000 per claim and $2,000,000 policy aggregate limit.

We need to request certificates of insurance showing proof Contractors carry these limits. In some cases, a risk assessment can be done by the City Attorney and lower limits may be accepted. Below is an expanded description of these insurance types plus other common insurance types and related terms. This is not exhaustive and WCIA's ADM.21, INSURANCE AND INDEMNITY REQUIREMENTS FOR CONTRACTS, should be referenced for additional recommendations for non-routine contracts. Further, we can always request higher insurance limits, especially on major projects or when risk is high.

A. Automobile Liability. Insures against liability claims arising out of the use of a covered auto. The box "Any Auto" or the boxes "All Owned Autos", "Hired Autos" and "Non-owned Autos" should be checked. This provides Contractor coverage while performing duties of the Agreement, and while driving to and from locations to perform duties of the Agreement. Sometimes it will be acceptable to use personal automobile insurance, after a review by the City Attorney. This insurance will be in most contracts.

B. Builders Risk. A special form of property insurance designed for the needs of construction projects, during the course of construction. This coverage should include damage to materials in transit or stored off-site. This will need to be included for new construction of buildings, facilities, structures, and for additions, remodels or renovations to existing locations if the project exceeds $500,000 or when significant materials and equipment will be used in existing buildings.

C. General Liability. Insurance protecting the person or organization from liability exposures. The Commercial General Liability and Occurrence (Occur) boxes should be checked. Also, the "Gen'l (General) Aggregate Limit Applies Per Project" box should be checked for construction projects. This insurance will be in most contracts.

D. Professional Liability. Protects the professional against liability for damages and legal defense based upon alleged or real professional errors and omissions or mistakes. Also called errors and omissions (E&O) coverage, and in the case of lawyers, malpractice insurance. As an example, this would apply to architects when contracted to create blueprints for a building, but not to the builders following the blueprints to construct the building. This is tied to "brain work."

E. Umbrella Liability and Excess Liability. "Umbrella Liability and Excess Liability" policies provide liability coverage and/or limits above another liability insurance policy including commercial general liability and auto liability.

   If the automobile and/or general liability policy limits listed do not meet your required limits, "Umbrella Liab/Excess Liab" should be checked. General liability and automobile liability required limits may be satisfied by a combination of primary liability and umbrella/excess insurance. The "occur" (occurrence) box in this section should also be checked. It is acceptable for the "Deductible" or "Retention" to be checked and the dollar amount of such stated. If the deductible or retention amount seems large, please contact WCIA for guidance.

F. Workers' Compensation and Employers' Liability. In most instances this information is not required on insurance certificate. Please separately request Washington Labor & Industries number to verify coverage.

Additional terms to know:

A. Aggregate Limit. An aggregate limit is a cumulative limit that applies to all claims within a given period of time, such as within one year, or within the policy term. For example, if a policy has an occurrence limit of $1 million and an aggregate limit of $1 million, the policy could be exhausted by a sequence of losses totaling $1 million, or by one big loss of that amount.

B. Completed Operations. Liability insurance coverage that provides coverage for bodily injury and property damage arising out of the operations which have been completed or abandoned.

C. Indemnity Agreement. An indemnity or hold harmless agreement is a contractual arrangement under which legal liability of one party for damages is assumed by the other party to the contract.

D. Occurrence-Based Coverage. Covers accidents or events that happen during the policy term even if the claim or suit is filed months or years later.

E. Per Project General Aggregate Limit. For most Service Contracts and Facility Construction Projects, it is recommended to require the Contractor to obtain a "per project" General Aggregate Limit. The purpose of this endorsement is to make sure full limits of insurance are available for the contractor while performing work at the project site. Without a "per project" endorsement, the insurance limits may be depleted or exhausted. This endorsement does not cover completed operations.